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ABSTRACT

The collective bargaining agreement between the University of Bridgeport and the University of Bridgeport chapter (245 members) of the American Association of University Professors (AAUP) for the period September 1, 1984 to August 31, 1987 is presented. Items covered in the agreement include: definitions and recognition of the bargaining unit; checkoff of AAUP dues; general relations between the AAUP and the administration; information provided by the university to AAUP; guarantee of rights; designation and recall of chairpersons; personnel decision procedures; tenure and seniority; layoff of tenured faculty; work schedules and assignments; faculty/professional and rank staff information, facilities, and privileges; compensation; fringe benefits; grievance procedure and arbitration; no strike/lockout; minimum terms; separability; succession, impact of restructuring; faculty participation in program evaluation and planning; and governance. Appendixes include the 1940 statement of principles and interpretive comments concerning academic freedom and tenure, and information on tuition remission for employees. (SW)

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ED257369

COLLECTIVE BARGAINING

AGREEMENT

BY AND BETWEEN

UNIVERSITY OF BRIDGEPORT

- and -

UNIVERSITY OF BRIDGEPORT CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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COLLECTIVE BARGAINING
AGREEMENT
BY AND BETWEEN
UNIVERSITY OF BRIDGEPORT
- and -
UNIVERSITY OF BRIDGEPORT CHAPTER,
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

THIS AGREEMENT is made and entered into as of the first day of September, 1984, by and between University of Bridgeport, hereinafter referred to as the "University", and University of Bridgeport Chapter of the American Association of University Professors, hereinafter referred to as the "UB/AAUP".

PREAMBLE

The purpose of this Agreement is to provide the faculty-professional rank staff and the University of Bridgeport with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality educational program. The Agreement aims at maintaining educational excellence, facilitating effective participation in decisions affecting the welfare of the University, promoting harmonious and productive relationships, assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty-professional rank staff and Administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

1.1 Administration. The board of Trustees of the University of Bridgeport, a private institution of higher education located in Bridgeport, Connecticut, and such administrative officers as may be appointed by the Board of Trustees, excluding the department chairpersons.

1.2 UB/AAUP. The University of Bridgeport Chapter of the American Association of University Professors.

1.3 Members of the Bargaining Unit. The full-time staff members who hold faculty or professional rank as more fully set forth in Article 2 of this Agreement, hereinafter referred to as "members".

1.4 Bargaining Unit. Unit of employees as described in Article 2 of this Agreement.

1.5 Unit. Unit is hereinafter defined as College, Division, Department or their equivalents.

1.6 Professional Rank Staff. The non-teaching members of the bargaining unit, including professional librarians, college counsellors employed in the Division of Student Services and Athletic coaches.

1.7 Gender and Number. The masculine shall include the feminine and the singular shall include the plural where the context so permits or requires.

1.8 Titles. Titles used herein are for identification purposes only and shall not be given any substantive effect in the interpretation or application of the provisions of this Agreement.

1.9 Faculty. Unless otherwise noted, the word "faculty" as used in this Agreement includes professional rank staff who are members of the bargaining unit.

1.10 Campus. Campus refers to the Bridgeport campus of the University of Bridgeport.

ARTICLE 2
RECOGNITION OF THE AAUP; MERGER, ACQUISITION AND EXTENSION PROGRAMS

2.1 In accordance with the certification issued by the National Labor Relations Board in Case no. 2-RC-16143 on May 18, 1973, the University recognizes the AAUP as the sole and exclusive collective bargaining agent for the faculty and professional rank staff as defined below.

Included: All full-time staff members who hold faculty or professional rank, including teachers, librarians, college counsellors, department chairpersons/division directors and athletic coaches;

Excluded: All part-time employees, office/clerical employees, the president, vice presidents, associate/assistant vice presidents, deans, associate/assistant deans and other supervisors as defined in the NLRA, as amended. Also excluded are employees holding professional or faculty rank and employed in the offices of the VPAA, the VPAF, the VPSS, the School of Law, Management Services and Continuing Education, and all watchmen and guards.

2.2 Merger, Acquisition and Extensions

(A) In the event of merger or consolidation with or of an acquisition of any other educational institution (or portion thereof) located within the State of Connecticut, to the extent permitted by law, the faculty and professional staff members of such other educational institution who become employed by the University or the merged entity shall become members of the bargaining unit herein.

(B) In the event of an expansion of the University through the creation of other schools, colleges, or extension programs located within the State of Connecticut, to the extent permitted by law, the faculty and professional staff members of such schools, colleges or extension programs shall become members of the bargaining unit herein.

ARTICLE 3
AGENCY SHOP AND CHECK-OFF OF AAUP DUES

3.1 (A.) Each member of the bargaining unit who is not a member in good standing of the AAUP on the effective date of this Agreement shall, except as set forth hereinbelow, be required, as a condition of employment, to become a member of the AAUP or to commence and maintain regular payments to the AAUP, as and for representation costs, agency shop fees in amounts which are equal to the periodic dues, initiation fees (if any) and assessments (if any) which are authorized by and collected from the AAUP membership. The foregoing provision shall apply to each member commencing on the thirtieth (30th) day following either: (i) the effective date of this Agreement, or (ii) the beginning of such individual's employment, whichever is the later.

(B) Not withstanding the provision of Paragraph 3.1(A) of this Article, any member of the bargaining unit who secured "conscientious objector" status pursuant to and in compliance with the collective bargaining agreement in effect during 1975-78 may retain such status by filing a current statement to the AAUP by September 15 of each year during the term of this Agreement. Failure to comply shall render each person liable to the enforcement provision of 3.1(C) below. The provisions of Article 3 of the aforementioned 1975-78 agreement, relating to the rights and obligations of "conscientious objectors," shall be deemed incorporated into this Agreement and continued in full force and effect only with respect to such individuals.

(C) Enforcement: The parties recognize that the failure of any member of the bargaining unit to pay the AAUP dues (where the individual is a member of the AAUP), the agency shop fee or the "exempt" charitable contribution (where applicable), shall be deemed just and reasonable cause for the termination of such individual's employment. The procedure to be followed in the event of a violation of the requirements of this Article shall be as follows:

The AAUP shall notify the affected individual of non-compliance with the terms of the Article by certified mail, return receipt requested. Said notice shall state the fact of non-compliance, shall quote the relevant provisions of this Article and shall advise such individual that an additional thirty (30) day period will be afforded for compliance. In addition, such notice shall state that failure to effect compliance within such thirty (30) day period may result in a request being filed with the University by AAUP for the termination of such individual's employment. A copy of such notice shall, upon request therefor, be provided to the University.

In the event that such a member of the bargaining unit fails to comply with the provisions of this Article within such thirty (30) day period, the AAUP may notify the University in writing of such non-compliance and request that the University terminate the individual's employment. Upon receipt of such a request, the University forthwith shall notify the individual by certified mail, return receipt requested, directed to the individual's last known home address according to the University's official records. Such termination shall take effect upon the first day of the first academic year which commences at least one (1) year following service of written notice of termination upon the individual.

3.2 Upon receipt of individually signed check-off authorization cards, the Administration shall deduct dues, assessments (if any) and initiation fees (if any) or agency shop fees, in amounts certified from time to time by the treasurer of AAUP, from the individual's regular semi-monthly pay check, and shall remit the receipts thereof promptly to the treasurer of the AAUP.

3.3 It is agreed that the University shall have no obligation or liability, financial or otherwise, other than set forth herein, arising out of the understanding set forth in this Article. It is further agreed that once the funds deducted thereunder are remitted to the AAUP, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the AAUP.

3.4 At the time a new member of the bargaining unit receives his/her initial letter of appointment, the University shall provide him/her with a summary of this Article 3 in a form approved by AAUP, and other pertinent material provided by AAUP, including a dues-checkoff authorization form.

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ARTICLE 4
GENERAL RELATIONSHIPS BETWEEN THE AAUP AND THE ADMINISTRATION

4.1 This agreement shall be binding upon and is exclusively between the AAUP and the University. All rights and privileges claimed under the terms of this agreement shall be enforceable only by the AAUP and the University unless otherwise specifically provided herein.

4.2 Individual Contracts; Election of Remedies. The rights, privileges, and obligations of bargaining unit members set forth in this Agreement shall be incorporated by reference into and made part of any individual contract of employment between a bargaining unit member and the University; all other rights and privileges claimed under such individual contracts of employment shall be enforceable at the election of the individual as follows: The individual may invoke the grievance procedure hereunder through Step Two (cf. Article 15). If the individual is not satisfied at the conclusion of Step Two, he shall have the option to proceed to arbitration hereunder if the AAUP consents or to proceed through any other lawful means. If the individual elects arbitration hereunder in the exercise of such option, that shall be his sole remedy. If he elects to proceed through some other lawful means, that shall be his sole remedy and he shall have no rights to arbitration hereunder.

4.3 Duly authorized representatives of the AAUP shall be permitted to transact official AAUP business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

4.4 The AAUP shall have the right to post notices of official AAUP business on faculty and professional staff bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP shall be permitted use of intra-University mail; and duplicating, computer, and intra-University telephone services for communications to the members and other AAUP business. The foregoing services shall be provided to the AAUP at the same rates, if any, as the University charges departments for such services.

4.5 The Administration shall provide the AAUP without cost a furnished office of adequate size if available. In addition, the AAUP shall be permitted use of appropriate facilities at the University for its larger meetings, so long as such facilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.6 The presently constituted organizations within the University, i.e. the University Senate, the Faculty Council or any other similar body composed, in whole or in part, of the faculty, may continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind or otherwise modify the terms and conditions of this Agreement.

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ARTICLE 5
INFORMATION TO AAUP

5.1 During the term of this Agreement, the University shall make available to AAUP within a reasonable time after receiving a request therefor all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements. Nothing in the foregoing is intended to compel the University to act in a way which will unduly disrupt its normal operations.

5.2 Within thirty (30) days after receipt of a contract signed by a new full-time member of the bargaining unit, the University shall provide AAUP with a copy of the same which shall state, inter alia, the following: the name, mailing address, rank, base salary, effective date, and length of appointment of the new member.

5.3 Within fifteen (15) days after receipt of notice that a member of the bargaining unit has terminated his appointment at the University for any reason whatsoever including retirement, disability, or death, the University shall provide AAUP with the name of such member and the reason for the termination.

5.4 The University shall forward to AAUP copies of all termination notices of members of the bargaining unit at the same time as such notices are sent to the member.

5.5 The University shall notify the AAUP of any change in status of any member of the bargaining unit within fifteen (15) days after such change is determined.

5.6 On request, the University shall provide AAUP with data indicating the compensation and fringe benefits received by each member during the preceding calendar year.

5.7 The following information will be provided the UB/AAUP by the Administration no later than mid-term of the fall semester and by the end of the spring semester or earlier if available.

A. Name of each part-time instructor
B. Courses taught
C. Teaching credits assigned
D. Insertions, deletions, and corrections in 5.7(A) through 5.7(C) within fifteen (15) working days of such changes.

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ARTICLE 6
GUARANTEE OF RIGHTS

6.1 Administration Rights. The parties agree that all the rights, powers and authority of the University which have not been abridged or modified by this Agreement are retained by the University administration.

6.2 Past Practices. All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained unless modified by this Agreement, or by mutual consent.

6.3 Non-discrimination. The University and the AAUP agree that there shall be no discrimination against any member of the bargaining unit or against any applicant for employment by reason of age (in accordance with applicable state or Federal law), race, creed, color, sex, religion, national origin or handicap.

6.4 Non-interference. The parties acknowledge that the members of the bargaining unit must remain free to practice their profession in the performance of their work at the University without interference or harassment because of their opinions and beliefs. Toward that objective, the parties pledge to use their respective offices, authority, and influence to maintain the atmosphere of collegiality and academic freedom which must prevail at the University.

6.5 Personnel Files. The college shall maintain a personnel file which shall be a depository for all materials relevant to the personnel procedure described in Article 8. The file shall be initiated and maintained by the appropriate dean who alone shall be responsible for placing materials in the file. This file alone shall be used by the administration and faculty personnel committees in the process of faculty status evaluations. All individuals having access to personnel files shall maintain the contents of such files in confidence.

(A) The faculty member and the dean shall have the right to add relevant material to the personnel file. The faculty member shall be provided with a copy of such material at the same time, shall have the right to respond to any document in his personnel file and to have such response included in the file and attached to the appropriate document. By mutual consent of the dean and faculty member material shall be removed from the file and destroyed.

(B) No anonymous material other than student evaluations may be placed in the faculty member's personnel file.

(C) The personnel file described above will be available for examination in the dean's office by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request. The faculty member shall have access to this file and be afforded the opportunity to make copies of any materials in the file. The dean may require two working days written notice prior to providing access to the faculty member's personnel file.

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ARTICLE 7
DESIGNATION AND RECALL OF CHAIRPERSONS

7.1 Designation of Department Chairpersons. The decision to select from within or to recruit from without the department or to conduct a "mixed" search shall be a joint decision of the department and the dean.

(A) Both parties are agreed that the authority for designation of departmental chairpersons should be shared by faculty and administration, and that every effort should be made to designate chairpersons who are acceptable to both parties.

(B) To this end, departments shall have a local option to elect, have appointed, or otherwise select their chairperson as determined by a majority of full-time department members. If a department chooses the election option, and if the chairperson is then elected by at least a two-thirds majority of full-time members, the dean will ordinarily be expected to approve. In those rare instances where he does not approve, he will be required to present his reasons in writing to the department.

If upon consideration two-thirds of the department finds such reasons unsatisfactory, the matter shall be finally resolved on appeal by a five-member joint committee of two faculty selected by AAUP and two deans selected by the deans' council who shall in turn select a fifth member. The committee shall not include either the affected dean or any of the faculty members from the department involved in the appeal.

(C) If the election of a chairperson is by a lesser margin than described above, then at least two names must be presented to the dean.

(D) If the department chooses the appointive (or similar) option, the department will present the dean with not less than two candidates whom it deems satisfactory. The department may rank the panel of satisfactory candidates in order of preference.

(E) Where the department does not make a recommendation in accordance with sub-sections (B), (C) or (D) above, the dean will appoint the chairperson on an interim basis not to exceed one year from date of appointment.

(F) Chairpersons shall have a fixed term of no more than three (3) years unless the particular department chooses a different fixed term. Chairpersons may be re-elected for successive terms except in departments which choose to limit the number of terms.

7.2 Recall of a Department Chairperson. Recall of a department chairperson will occur if the chairperson has, (1) lost the confidence of the department as evidenced by 2/3 majority vote of the department, or, (2) lost the confidence of the dean as evidenced by objective reasons stated in writing to the department.

If 2/3 majority of a department's full-time members vote to retain a department chairperson when the dean has evidenced loss of confidence, the matter shall finally be resolved by a five member joint committee of two faculty and two deans who shall in turn select a fifth member. The committee shall not include either the affected dean or any of the faculty members from the department involved in the appeal.

7.3 For the purposes of Section 7.1 and 7.2, full-time department members are those regular department members who are full-time employees of the University, and during the academic year under consideration carry a work load in the department equivalent to 12 semester hours or more. Each department may determine for itself the voting rights of members under partial contract, on leave, and on shared load.

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ARTICLE 8
PERSONNEL DECISION PROCEDURES

8.1 Structure of Faculty Personnel Committees.

(A) Department Personnel Committee (DPC)

(1) Each department or division shall select a department personnel committee consisting of five tenured faculty members. Where a department or division has fewer than five tenured faculty members, the personnel committee shall consist of all tenured faculty in the department or division except the chairperson or director. The DPC shall elect its own chair.

(2) Student participation may occur through active membership by students on the DPC or through a student advisory committee, or through another vehicle adapted to conditions prevailing in the department or division with the approval of the members of the unit.

(B) College Personnel Committee (CPC)

(1) Each college shall elect a college personnel committee consisting of one tenured faculty member from each department or division and the dean (ex-officio and non-voting.) The dean shall be present at the initial meeting of the CPC and may attend other meetings only upon request of the committee.

(2) Department chairpersons or directors and applicants shall not sit on the DPC or the CPC. However, if a department or division has no applicants, the department chairperson or director shall be eligible for election to the CPC.

(C) Structures as outlined hereinabove shall be adapted to conditions prevailing in organizational units (e.g. Student Services, Library).

8.2 Personnel Decision Procedures and Criteria.

(A) Evaluation of Teaching Effectiveness. Both parties are committed to the evaluation of teaching effectiveness and are further agreed that inputs from students and colleagues are essential to this process.

(1) Student evaluation of teaching effectiveness.

(a) A committee consisting of four faculty members appointed by AAUP, four students appointed by Student Council and one dean appointed by the VPAA, shall be formed to assess the reliability, fairness and effectiveness of the existing student evaluation of teaching effectiveness instrument. The committee may recommend modification of the current instrument, subject to joint approval by the parties to this agreement. Particular attention will be given to improving the component of the current instrument which evaluates teaching effectiveness in laboratories, clinical experience and other out-of-classroom activities. The committee shall be convened by the VPAA in October of each year.

(b) One copy of the complete evaluation shall be placed in the individual's Personnel File (dean's office) and another shall be sent to the chairperson of the faculty member for transmission to that faculty member.

(2) Appointment, reappointment, promotion & tenure criteria.

(a) General Requirements. For faculty, primary recognition shall be given to quality of teaching and scholarly or commensurate professional achievement. Advising students shall rank second in importance and service and any additional criteria shall rank third and fourth. Within this established rank order each college may determine weights which will be applied uniformly through the college or comparable units.

For professional rank personnel, primary recognition shall be given for excellence in rendering professional service. Scholarly achievement, service or other additional criteria shall rank lower as determined by the unit in consultation with the dean/unit head.

(b) Terminal Degree. New appointees will be informed in their letter of appointment of the terminal degree required for tenure. The department shall determine the appropriate terminal degree; however, if the dean wishes to apply a higher standard, the department shall ordinarily be expected to concur. This standard shall not be raised during the probationary period. The criterion for waiving the terminal degree requirement for tenure is recognition of the applicant's extraordinary expertise in his field. In the case of an applicant with recognized accomplishments in the field, the terminal degree may be waived by mutual agreement between the department and the dean. In extraordinary circumstances, the terminal degree requirement may be waived during the probationary period by like mutual agreement, if during the probationary period the appointee achieves such extraordinary recognition.

(c) Criteria for Instructor. To be appointed as Instructor, the person shall hold relevant educational qualifications as determined by his department with the approval of the dean. The person shall have demonstrated an interest in and a potential for good teaching at the college level. The person shall also demonstrate a capacity for and interest in professional growth.

To qualify for reappointment all of the preceding must be in evidence and a demonstrated willingness and potential to meet the changing instructional needs as determined by the department and college must be shown. Further evidence must also be provided of professional development and scholarly growth that will continue in the future.

No person may serve more than seven years as an Instructor, and no one holding the rank of Instructor shall be accorded tenure.

(d) Criteria for Assistant Professor. To be appointed at, or promoted to the rank of Assistant Professor, the person shall have earned the terminal degree established in his discipline. A lesser degree with outstanding professional experience in the field may be substituted at the discretion of the department with the approval of the dean. Such a person will also have had to have demonstrated proficiency in teaching, as well as have contributed to the advancement of his discipline (e.g., approved doctoral dissertation) beyond teaching responsibilities and/or the state of the art.

To be reappointed as an Assistant Professor, the person shall also have demonstrated a willingness and potential to meet the changing instructional needs as determined by the department and college, and provide evidence of continuing professional development and scholarly growth.

To achieve tenure, an Assistant Professor must hold the terminal degree established in his discipline as well as fulfill all requirements described above, for his original appointment to, promotion to, or reappointment to this rank as well as show further evidence of strong teaching ability and of scholarly growth.

(e) Criteria for Associate Professor. To be appointed at or promoted to the rank of Associate Professor, the person will have earned the terminal degree established in his discipline or, in exceptional cases, have received professional recognition outside the institution for recent significant accomplishments. The person must also demonstrate above average proficiency in teaching, and contribute to his discipline, and/or state of the art.

To be reappointed as an Associate Professor, the person shall meet all requirements for appointment at or promotion to this rank; in addition, he shall demonstrate willingness and potential to meet the changing instructional needs as determined by his department and college and show a potential for further professional development and scholarly growth.

To achieve tenure an Associate Professor shall meet all requirements for original appointment at, or promotion to, and/or reappointment to this rank. He must provide further evidence of strong teaching ability as well as evidence of continuing scholarly growth and contributions.

(f) Criteria for full Professor. To be appointed at, or promoted to, the rank of Professor, the person shall have earned the terminal degree established in his discipline, or, in exceptional cases, have received professional recognition outside the institution for recent outstanding accomplishments. The person shall also have demonstrated a high level of proficiency in teaching and continuing commitment to students' educational development as well as have received significant recognition for recent contributions to his discipline and/or state of the art.

To be reappointed at the rank of Professor, the person shall meet all the requirements for original appointment at or promotion to this rank, and demonstrate willingness and potential to meet the changing instructional needs of his department or division and college as determined by his department or division and college, and provide evidence of further professional development or commensurate scholarly growth.

To achieve tenure a Professor shall meet all requirements for appointment at or promotion to and reappointment in this rank, and demonstrate outstanding teaching performance in the classroom and demonstrate potential for continuing scholarly growth and contributions.

(g) Criteria for Professional Rank IV. To be appointed to this rank the person shall hold relevant educational qualifications as determined by his profession. The person must also have demonstrated a potential for providing appropriate services and professional growth.

To be reappointed at this rank the person must demonstrate a willingness to meet the changing service needs as determined by his division and provide further continuing professional development.

No person in this rank shall receive tenure. No person shall serve more than seven years in this rank.

(h) Criteria for Professional Rank III. To be appointed at or promoted to this rank the person shall have earned the terminal degree as established by his profession or shall have a Master's Degree with appropriate professional experience in his field. The person shall also have demonstrated proficiency in his profession and shall have shown capacity for further growth in his professional responsibilities and discipline

To be reappointed to this rank the person must meet all requirements for original appointments at or promotion to this rank and must have demonstrated a willingness and potential to meet the changing needs as determined by his division and must provide evidence of continuing professional development.

To achieve tenure at this rank the person shall meet all requirements for appointment at or promotion to this rank, as well as reappointment to this rank, and provide further evidence of professional growth.

(i) Criteria for Professional Rank II. To be appointed at or promoted to this rank the person shall have earned the terminal degree established by his profession, or, in unusual circumstances, to have earned a Master's Degree with significant professional contributions to the field. The person must also have demonstrated a higher than average level of proficiency in the exercise of his profession and outstanding committment to professional development.

To be reappointed at this rank the person shall meet all requirements for appointment at or promotion to this rank, and demonstrate a willingness and potential to meet the changing needs as determined by his division and must have made contributions to the knowledge or practice of his profession.

To achieve tenure at this rank the person shall meet all requirements for appointment at or promotion to this rank, as well as of reappointment to this rank and shall have demonstrated outstanding professional growth, and have made further significant contributions to the knowledge or practice of his profession.

(5) Criteria for Professional Rank I. To be appointed at or promoted to this rank the person shall have earned the terminal degree established by his profession or in exceptional cases have received professional recognition outside the institution for recent outstanding accomplishments. The person must also have demonstrated outstanding ability in and achieved significant recognition for recent contributions to his profession.

To be reappointed at this rank the person shall meet all requirements for appointment at or promotion to this rank, and demonstrated a willingness and potential to meet the changing needs as determined by his division as well as demonstrate further professional development and scholarly growth.

To achieve tenure at this rank, the person shall meet all requirements of appointment at, or promotion to, and re-appointment to this rank, and shall demonstrate further outstanding ability within the division as well as evidence of strong professional development and further scholarly growth.

(B) New Appointments. The department and its chairperson, together with the dean, shall make new appointment recommendations to the VPAA.

(C) Reappointment for First Year Faculty. The process for review of first year faculty for reappointment will be initiated by notice from the dean by the sixth class week of the Fall semester to each affected faculty member that material pertinent to the review process should be delivered to the dean for insertion in the Personnel File by the end of the tenth class week of the Fall semester. The file will then be made available to the chairperson and the DPC for their review. Thereafter the file shall be transmitted to and reviewed by the other principals in the recommending process according to the following schedule:

(1) The DPC shall submit its written recommendations and rationale concerning reappointment to the CPC by the end of the twelfth class week of the Fall semester.

(2) The chairperson shall submit his written recommendations and rationale concerning reappointment to the CPC by the end of the twelfth class week of the Fall semester.

(3) The CPC shall review the candidate, taking into consideration the recommendations and rationale of the DPC and the chairperson. Voting shall be by secret ballot with the committee meeting without the dean. Results of the voting shall be announced to the CPC immediately, subject to the confidentiality provisions set forth in Section 8.2(G)(1). There shall be no abstentions, and a two-thirds majority in favor of the applicant is necessary for an affirmative recommendation. However, if the CPC numbers five or less, only a simple majority is necessary for an affirmative recommendation.

(4) The CPC, after reaching its decision, shall submit its written recommendations, rationale indicating appropriate criteria and areas of concern, and vote to the dean by the end of the second class week of the Spring semester along with those of the DPC and chairperson.

(5) The dean is responsible for transmission of the separate recommendations, rationale, and supporting data (i.e. Personnel File) along with his own written recommendations and rationale, to the VPAA by the end of the fifth class week of the Spring semester.

(6) The VPAA shall review and forward with his recommendations and rationale all four inputs and the Personnel File to the president by the end of the eighth class week of the Spring semester.

(7) The president shall review the materials forwarded to him and notify the deans through the VPAA of his decision, and at the same time he shall return all Personnel Files to the deans who will issue appropriate appointment letters or notice of non-reappointment for the next academic year by April 1st.

(D) Reappointment of Second Year Faculty. The process for review of second year faculty for reappointment will be initiated by notice from the dean by the second class week of the Fall semester to each affected faculty member that material pertinent to the review process shall be delivered to the dean for insertion in the Personnel File by the end of the fourth class week of the Fall semester. The file will then be made available to the chairperson and the DPC for their review. Thereafter the file shall be transmitted to and reviewed by the other principals in the recommending process according to the following schedule:

(1) The chairperson shall submit his written recommendations and rationale concerning reappointment to the CPC by the end of the sixth class week of the Fall semester.

(2) The DPC shall submit its written recommendations and rationale concerning reappointments to the CPC by the end of the sixth class week of the Fall semester.

(3) The CPC shall review the candidate, taking into consideration the recommendations and rationale of the DPC and the chairperson. Voting shall be by secret ballot with the committee meeting without the dean. Results of the voting shall be announced to the CPC immediately, subject to the confidentiality provisions set forth in 8.2(G)(1). There shall be no abstentions and a two-thirds majority in favor of the applicant is necessary for an affirmative recommendation. However, if the CPC numbers five or less, only a simple majority is necessary for an affirmative recommendation.

(4) The CPC, after reaching its decision, shall submit its written recommendations, rationale indicating appropriate criteria and areas of concern, and vote to the dean by the end of the ninth class week of the Fall semester along with those of the DPC and chairperson.

(5) The dean is responsible for transmission of the separate recommendations, rationale and supporting data (i.e. Personnel File) along with his own written recommendations and rationale, to the VPAA by the eleventh class week of the Fall semester.

(6) The VPAA shall review and forward with his recommendations and rationale all four inputs and the Personnel File to the president by the end of the twelfth class week of the Fall semester.

(7) The president shall review the materials forwarded to him and notify the deans through the VPAA of his decision, and at the same time he shall return all Personnel Files to the deans who will issue appropriate appointment letters for the next academic year by December 15th.

(E) Reappointment of Third through Sixth Year Faculty. The process for review in the third through the fifth year of service for reappointment and in the sixth year for tenure will be initiated by notice from the dean two weeks prior to the end of the Fall semester to each affected faculty member that new material pertinent to the review process should be delivered to the dean for insertion in the Personnel File by the first day of the Spring semester. The file will then be made available to the chairperson and the DPC for their review. Thereafter the file shall be transmitted to and reviewed by the other principals in the recommending process according to the following schedule:

(1) The DPC shall submit its written recommendations and rationale concerning reappointment to the CPC by the end of the sixth class week of the Spring semester.

(2) The chairperson shall submit his written recommendations and rationale concerning reappointment to the CPC by the end of the sixth class week of the Spring semester.

(3) The CPC shall review the candidate, taking into consideration the recommendations and rationale of the DPC and chairperson. Voting shall be by secret ballot with the committee meeting without the dean present. Results of the voting shall be announced to the CPC immediately, subject to the confidentiality provisions set forth in Section 8.2(G)(1). There shall be no abstentions and a two-thirds majority in favor of the applicant is necessary for an affirmative recommendation. However, if the CPC numbers five or less, only a simple majority in favor of the applicant is necessary for an affirmative recommendation.

(4) The CPC, after reaching its decision, shall submit its written recommendations, rationale indicating appropriate criteria and areas of concern, and vote to the dean by the end of the ninth class week of the Spring semester along with those of the DPC and chairperson.

(5) The dean is responsible for transmission of the separate recommendations, rationale and supporting data (i.e. Personnel File) along with his own written recommendations and rationale, to the VPAA by the end of the eleventh class week of the Spring semester.

(6) The VPAA shall review and forward with his recommendations and rationale all four inputs and Personnel File to the president by the end of the twelfth class week of the Spring semester.

(7) The president shall review the materials forwarded to him and notify the deans through the VPAA of his decision, and at the same time he shall return all Personnel Files to the deans who will issue appropriate appointment letters for the next academic year by May 1st.

(8) Letters of non-reappointment shall be issued at least one full year prior to termination.

(F) Promotions. The individual faculty member is responsible for initiating the process for promotion. To initiate the process the candidate prepares an adequate informational package that includes self evaluation. This package is then delivered to the dean for insertion in the candidate's Personnel File, together with a request for initiation of the personnel decision process by the first day of the Spring semester. By the beginning of the second week of the Spring semester, the dean shall provide the DPC, CPC and chairpersons with the names of all faculty who have initiated the promotion requests. The file will then be made available to the chairperson and DPC for their review. Thereafter the file shall be transmitted to and reviewed by the other principals in the recommending process according to the schedule in 8.2(E)(1) through (7) above.

(G) General Guidelines.

(1) At the time of the transmittal of each recommendation the applicant shall receive from each recommending group or individual a copy of the recommendation relating to the case. No person involved in personnel decision procedures shall disclose the contents of any Personnel File or the deliberations of any committee or individual except as required during the process itself or in connection with a grievance or litigation.

(2) Within ten class days the applicant may submit to the dean a written objection to the recommendations. This will become part of the Personnel File for the remainder of the process. The process shall continue as the objection is being written.

(3) The individual or group issuing the negative recommendation may respond in writing to the applicant's objection for inclusion in the Personnel File. Failure to respond shall not constitute acceptance of the objection.

(4) Procedures as outlined hereinabove may, upon agreement of the parties, be adapted to conditions prevailing in organizational units.

(5) No individual shall vote more than once in the foregoing procedures.

(6) The individual may utilize services of a sponsor (or advocate) to present his credentials to the CPC.

(7) The applicant may withdraw from the process at any time.

(8) The applicant may add genuinely new material to the personnel file by submitting it to the dean up to seven (7) academic working days before the deadline for personnel decisions by the CPC. The dean shall then notify the chairperson of the CPC of this addition. Thereafter, nothing shall be added to the Personnel File until after the personnel decision process has been completed and the Personnel File returned to the dean's office with the exception of written objections as described in 8.2(C)(2) and (3) above.

8.3 Clarification /Reconsideration.

(A) Clarification. Within ten class days after receipt of a negative recommendation the applicant may meet with the group or individual issuing said negative recommendation for the purpose of obtaining clarification of the personnel decision.

(B) Reconsideration. Within five class days after the clarification process in 8.3(A) above has been completed, the applicant may request, in writing, reconsideration relating only to errors in procedure or application of criteria and weights. (This provision does not apply to the recommendation of the VPAA.) The reconsideration procedure is as follows:

(1) The applicant must submit to the appropriate dean a written request for reconsideration specifying the alleged errors and by whom the errors were allegedly committed.

(2) Upon receipt of the written request for reconsideration, the appropriate dean will notify the VPAA and the AAUP of the request for reconsideration.

(3) The VPAA and the AAUP will immediately appoint two deans and two senior faculty, respectively, none of whom will be from the candidate's college, to serve as a Reconsideration Committee. The four individuals selected to constitute the committee may select an individual to serve as a fifth member. The fifth member shall not be from the candidate's college.

(4) Within five class days following the formation of the Reconsideration Committee, this Committee shall review the applicant's written complaint and issue a finding.

(5) If upon review the Reconsideration Committee finds no errors, this Committee shall give notice of its finding to the applicant, to the appropriate dean, to the VPAA and to the AAUP. The personnel decision process shall then be resumed.

(6) If upon review the Reconsideration Committee finds the complaint to be valid, the Committee shall identify the error(s) and notify the recommending unit having committed the error(s), the applicant, the appropriate dean, the VPAA and the AAUP of its findings.

(7) If an error is found by the Reconsideration Committee, the evaluating unit having committed the error shall immediately reconsider its recommendations de novo in light of the Committee's findings.

(8) The evaluating unit, upon reconsidering its findings, shall forward a new recommendation to the appropriate dean within five days (excluding Saturdays, Sundays and holidays) of the notice from the Reconsideration Committee. The new recommendation will constitute the recommendation of the evaluating unit. All higher evaluating units will also review their decision, and shall make their recommendations de novo. These recommendations will then be transmitted to the VPAA. The personnel decision process will then be resumed.

(9) All copies of prior recommendations found to be defective shall be destroyed by the dean.

8.4 The president's decision, as required under Section 8.2(C)(7), (D)(7), and (E)(7), shall be based on evidence of merit in the individual's Personnel File or on institutional need. Where the president determines not to appoint, reappoint, promote or grant tenure to a person recommended to him by the CPC, the person affected by the decision shall have the rights provided by the grievance procedure and arbitration provision of this Agreement.

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ARTICLE 9
TENURE AND SENIORITY

9.1 The A.A.U.P. 1940 Statement of Principles on Academic Freedom and Tenure, and the 1970 Interpretive Comments, shall be made part of this Agreement (see Appendix I) to the extent that these documents are not modified by the provisions of the Agreement.

9.2 The probationary period for the acquisition of tenure is seven years.

9.3 Credit Towards Tenure. The initial letter of appointment issued by the University to faculty and professional rank staff covered by this Agreement shall state the amount of credit, if any, which the individual has towards tenure at the University of Bridgeport by reason of prior experience. Each annual contractual letter thereafter for all non-tenured faculty shall record total credit toward tenure.

9.4 Tenure and Faculty Status for Administrators. An administrator with faculty or professional rank shall receive tenure in an academic department, division, or similar unit, only after the affected unit has had an opportunity to evaluate his teaching effectiveness or performance or professional rank competence as outlined in Article 8. Administrators with tenure shall be deemed to have the least seniority among tenured faculty or professional rank members in a given unit for all purposes.

Newly appointed administrators from outside the University shall receive faculty or professional rank in a department, division or similar unit as provided for in Article 8, and in accordance with the particular college's criteria.

9.5 Seniority of faculty and professional rank members within departments, division and similar units will be determined as follows:

(A) Unit seniority is defined as the total time a faculty member has been assigned to and has served in a department, division or similar unit.

(B) A unit seniority list of all individuals currently holding full-time faculty or professional rank within each unit shall be maintained by the Office of Personnel Administration.

(C) A bargaining unit member reassigned to another unit shall accrue unit seniority in the new unit from the time of such reassignment. The unit seniority of a reassigned faculty member in his former unit shall be frozen as of the time of such reassignment. A reassigned faculty member shall retain the right to return to his original unit if full-time work for which he is qualified should again become available.

(D) A bargaining unit member who accepts a shared load shall accrue unit(s) seniority only for those semesters in which he actually is assigned to and serving in such units.

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ARTICLE 10
LAY-OFF OF TENURED MEMBERS OF THE FACULTY*

10.1 In recognition of the continuous nature of tenured faculty appointments, and of the parties' stated aim of assuring fair and reasonable conditions of employment for bargaining unit members, the University shall not lay-off a tenured faculty member except:

(A) In accordance with the AAUP 1940 Statement of Principles On Academic Freedom and Tenure; or

(B) As a result of a decision by the Administration, based upon its fair and objective assessment of institutional needs and financial conditions, to modify or reduce or eliminate one or more of its educational units (college, division or department) or educational programs.

10.2 When lay-off of tenured faculty will occur as a result of 10.1(B) above, the following shall apply.

(A) Written notice of the Administration's intention to modify, reduce or eliminate an educational unit or program shall be given by the president of the University or his designee(s) to the Program Evaluation Committee (PEC) no later than November 1st.

(B) The PEC may submit an evaluation and/or recommendation regarding the intended modification, reduction or elimination of an educational unit or program to the president of the University or his designee(s) no later than January 20. The Administration will provide appropriate data to the PEC for such purpose.

10.3 After the decision to lay-off tenured faculty pursuant to 10.1(B), the following shall apply.

(A) The president of the University or his designee(s) shall meet with the president of the UB/AAUP and the PEC to announce and explain such decision(s) no later than the following February 1st.

*See APPENDIX III.

(B) At the same time (February 1) the dean shall notify the affected unit, via the chairperson, to hold a unit faculty meeting prior to February 8 to prepare for consultation with the dean pursuant to Section 10.3(C), (D) and (E) below.

(C) No later than February 15 the dean of a college in which lay-off(s) will occur shall, after consultation with the unit faculty and the appropriate CFC, identify by name individuals to be laid-off and shall notify the Vice President For Academic Affairs (VPAA), the UB-AAUP, the chairperson and the individual(s) affected.

(D) Within an affected unit, senior tenured faculty as identified by the unit seniority list (Sect. 9.5(B)) shall be retained over less senior tenured faculty unless it is determined by the dean after consultation with the unit faculty that the senior tenured faculty member is not qualified to replace a particular less senior tenured faculty member whose specialty is required to maintain program integrity and quality.

(E) Tenured faculty members shall be retained over non-tenured faculty members unless it is determined by the dean after consultation with the unit faculty that the tenured faculty member is not qualified to replace a particular non-tenured faculty member whose specialty is required to maintain program integrity and quality.

(F) Within thirty (30) calendar days following identification of tenured faculty members to be laid-off, the VPAA shall schedule individual meetings with each such faculty member to review the faculty member's qualifications and to initiate consideration of possible alternatives for continued employment in accordance with Section 10.4 below. The AAUP shall cooperate with the VPAA to facilitate the process.

10.4 A tenured faculty member identified in Section 10.3(C) above shall not be laid off unless each of the following alternatives to his or her lay-off has been adequately considered by the Administration and has been rejected. The search for alternatives will continue as long as the affected faculty member is on the payroll.

(A) Shared Load - A tenured faculty member for whom no full-time position is available shall be given the opportunity to complete a full teaching load in another area in which he or she is qualified if such additional teaching is available. Such shared load may be permanent or temporary, depending upon the needs of the department and/or the results of peer review. A decision to accept or reject such a faculty member for the position will be made by the department concerned, but acceptance shall not be unreasonably withheld. If a faculty member is deemed not qualified by a department with a vacancy, the reasons shall be written in detail by the chairperson and shall be transmitted promptly to the faculty member, the dean(s) of the college(s) concerned, the VPAA and president of UB-AAUP. In any disagreement regarding qualifications of a faculty member the final decision shall be made according to the provisions of Section 10.5. The department with the vacancy will assist the faculty member in meeting the requirements of the shared load assignment. Tenured faculty members so assigned will be reviewed annually in accordance with reappointment procedures provided in Section 8.2(E) of this

agreement during each of the first three years of such assignment. A positive recommendation at the end of this period will result in the assignment becoming permanent.

(B) Reassignment - A tenured faculty member shall be given the opportunity to be reassigned to another area in which he or she is qualified and where full-time teaching is available. Such reassignment may be permanent or temporary, depending upon the needs of the department and/or the results of peer review. A decision to accept or reject such a faculty member for the position will be made by the department concerned, but acceptance shall not be unreasonably withheld. If a faculty member is deemed not qualified by a department with a vacancy, the reasons shall be written in detail by the chairperson and shall be transmitted promptly to the faculty member, the dean(s) of the college(s) concerned, the VPAA and the president of UB-AAUP. In any disagreement regarding qualifications of a faculty member the final decision shall be made according to the provisions of Section 10.5. The department with the vacancy will assist the faculty member in meeting the requirements of the reassignment. Tenured faculty members so reassigned will be reviewed annually in accordance with the reappointment procedures provided in Section 8.2(E) during each of the first three years of such reassignment. A positive recommendation at the end of this period shall result in the reassignment becoming permanent.

(C) Supplementary Non-Teaching Duties - A tenured faculty member shall be offered, where available, non-teaching duties in an area in which he or she is qualified to complete a full teaching load. In the event of rejection of such faculty member for available non-teaching assignments, the Administration shall promptly provide the faculty member and the president of UB-AAUP with written reasons for rejection, which shall be reasonable. The determination of the work load equivalent for non-teaching duties shall be mutually arrived at by the University, the faculty member and UB-AAUP, but shall not be greater than three hours of non-teaching duties substituted for each teaching credit hour. In no case shall such non-teaching assignment carry a teaching load equivalent of more than twelve credit hours per academic year.

(D) Shared Teaching With Other Institutions - In cases where it is possible to arrange shared teaching duties between the University and another academic institution, this option shall be offered to the affected tenured faculty member to complete a full teaching load. Such a faculty member shall remain a tenured member of the University faculty and shall receive his or her ordinary compensation from the University provided that the other institution shall pay its proportionate share of the individual's salary to the University. In no event shall any action of the other academic institution be imputable to the University with respect to alleged violations of this agreement. The list of institutions to be canvassed will be mutually developed by the VPAA and the affected faculty member.

(E) Retraining - With the prior agreement of a department having a vacant teaching position authorized for the academic year following the terminal year, and with the approval of that department's dean and the VPAA, a tenured faculty member shall be granted a leave during the terminal year equivalent to one-half regular load, with no reduction in salary, for the purpose of retraining for the vacant position. Approval shall be

contingent upon submission of an acceptable study plan by the faculty member to the department, the dean, and the VPAA prior to the beginning of the terminal year. Any negative recommendation shall explain in detail the reasons for rejection. The University will make every effort to secure financial aid for the faculty member at the institution where he or she will study. The faculty member must submit evidence of the successful completion of the study plan to the VPAA, chairman of the department, and the dean before appointment to the vacant position. In any disagreement regarding qualifications of a faculty member the final decision on assignment of such a faculty member to the position shall be according to the provisions of Section 10.5. Tenured faculty members retrained and so assigned will be reviewed annually in accordance with the reappointment procedures provided in Section 8.2(E) for each of the first three years of such assignment. A positive recommendation at the end of this period will result in the assignment becoming permanent.

(F) Transfer to a Non-Teaching Position - A tenured faculty member shall be offered, where available, a non-teaching position within the University for which he or she is qualified. This transfer shall be subject to the usual screening and selection process with the ultimate decision resting with the administrator in charge of the unit involved. However, such administrator shall not unreasonably withhold such approval. While in this position the faculty member shall retain recall rights, tenure, and unit seniority. The affected faculty member may be offered a salary consistent with the work of the non-teaching position, but the faculty member's years of University experience and current salary will be taken into consideration. Acceptance of a non-teaching position may exclude the individual from the bargaining unit.

(G) Reduced-Load - A tenured faculty member for whom there is no full-time work load available in his or her existing department shall be given the opportunity to accept a reduced load without loss of tenure or reduction in the University's contribution of fringe benefits, but with proportionate reduction in salary.

(H) Early Retirement - An affected faculty member who will be 62 years of age or older at the time he or she will be leaving the University may request early retirement.

(I) The application of criteria for personnel evaluation under this Article 10 shall take into account the nature and duration of the assignment.

10.5 When a decision by a unit is negative regarding qualifications of a faculty member seeking an alternative in that unit, the unit shall notify the VPAA, the affected faculty member, and UB-AAUP, as soon as the unit decision is made. If the affected faculty member alleges that work is being unreasonably withheld as a result of the decision, he/she shall so notify the department, VPAA, and UB-AAUP within ten (10) days of receipt of the department decision.

(A) The VPAA may attempt to resolve the dispute during the two weeks following receipt of the aforesaid notice from the faculty member.

(B) If no resolution is achieved, the VPAA shall convene by written notice a referee committee consisting of the chairpersons of the CPC's of the unaffected colleges (i.e., the colleges other than those in which the affected faculty member holds appointment or the college in which

he/she is seeking an alternative). The CFC chairman with greatest departmental seniority shall chair the committee. If the committee consists of only two persons, they shall choose a third from the faculty of the unaffected colleges. The committee shall establish its own procedures and be in the nature of an academic inquiry rather than a formal legal proceeding.

(C) The issue to be refereed by the committee is whether a full or partial position is being unreasonably withheld from the affected faculty member. The committee shall be supplied with the accumulated materials in the case and such other materials as requested.

(D) Within thirty (30) days of the convening of the committee, it shall render a written decision as to whether a full or partial position is being unreasonably withheld from the affected faculty member. If the committee finds that a position is being unreasonably withheld, the VPAA shall assign the affected faculty member to such position. The decision shall be binding on the affected faculty member, the department involved, UB-AAUP, and the University.

10.6 (A) Rights of Tenured Faculty

1. Notice of lay-off of a tenured faculty member shall be given on or before May 1 prior to the terminal academic year.

2. Tenured faculty members laid-off pursuant to this article shall receive 9 months (one academic year) severance pay.

3. Notices of lay-off shall be rescinded in the event that circumstances which caused the notices to be sent change substantially before lay-off becomes effective.

(B) Recall Rights

1. A tenured faculty member laid-off under Section 10.1(B) shall have recall rights to any available full-time teaching position for which he/she is qualified for a period of two years following lay-off. The final decision on assignment of such a faculty member to a vacant position shall be made according to the provisions of Section 10.5 in case of dispute.

2. A tenured faculty member who is recalled pursuant to Section 10.6(B)(1) to a full-time teaching position in a department other than that in which originally tenured will be reviewed annually in accordance with the reappointment procedures provided in Section 8.2(E) for each of the first three years following recall. A positive recommendation at the end of this period will result in a permanent assignment.

3. Consistent with the specific requirements of the academic programs of the University, recall shall be in inverse order of lay-off.

4. Recalled tenured faculty members shall have tenure and rank continued and shall have the time on lay-off counted in total years of service for purposes of seniority.

5. A laid-off faculty member who is offered recall rights and fails to return at the beginning of the semester for which the recall is offered shall be deemed to have forfeited his recall rights, provided that the faculty member has at least thirty days' actual notice of recall.

10.7 Alternatives to Lay-Off of Non-Tenured Faculty - Full-time, non-tenured faculty members within a given department who have been recommended for re-appointment on the basis of professional merit through the normal recommendatory process, but for whom no available position exists within that department as a result of a decision pursuant to Section 10.1(B), may be considered for any of the alternatives to lay-off listed in Section 10.4(A)-(G) above.

10.8 Notice - A non-tenured faculty member with more than one year's service shall receive one month written notice of lay-off for each year of University employment, to a maximum of six months.

10.9 Tenure Consideration for Faculty on Shared Load - In evaluating a faculty member for tenure, when that faculty member has a shared work load arrangement, the appropriate chairpersons, DPC and CPC, and the dean shall give great weight to the likelihood of the faculty member achieving a full work load in either department (but not jointly) within a reasonable length of time after tenure is granted. A recommendation for tenure by a faculty committee where the faculty member has a shared load constitutes "an exceptional circumstance", except as provided hereinafter.

The above paragraph dealing with the recommendation for tenure for faculty members on shared work load shall not apply:

(1) to faculty members hired on the basis of a joint appointment, i.e., appointment in more than one department;

(2) to faculty members teaching in a college or university program that recognizes the interdisciplinary nature of the program;

(3) to faculty members who have received a joint appointment subsequent to their initial appointment at the University where the joint appointment was granted in recognition of the qualifications of the faculty member and the needs of the teaching program, rather than for the primary purpose of the faculty member achieving a full work load.

10.10 Recall of Non-tenured Faculty - A non-tenured full-time faculty member who has been laid off pursuant to Article 10 shall retain recall rights for a two year period. In the event that the faculty member had two years or less of service, the faculty member shall retain recall rights for one year. Recall shall be on the basis of inverse order of release from their department. Where faculty members have equal lengths of service, preference among candidates shall be determined by the Department Personnel Committee.

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ARTICLE 11
WORK SCHEDULES AND ASSIGNMENTS

11.1 Work Year Defined

(A) (1) The work year for all teaching faculty who are members of the bargaining unit is an academic year consisting of a Fall semester and a Spring semester, each of fourteen weeks of scheduled classes.

Each semester shall begin one week before the first day of scheduled classes and shall terminate at the end of the established final day of all-university examinations each semester. Attendance at graduation exercises is required whether or not it falls within the above time frame. The annual work load shall be divided as equally as possible between the Fall and Spring semesters. Summer sessions, intersessions, school holidays and days on which classes are not held (as defined by the official University calendar) shall not be considered part of the work-year. Teaching in periods other than the work-year shall be voluntary with additional compensation provided in accordance with Section 13.4.

(2) The parties recognize that changing circumstances may make it desirable to alter the teaching faculty work year as presently defined to some other arrangement, such as any two consecutive semesters out of three (Fall, Spring, Summer), a trimester schedule, etc. It is therefore agreed by the parties to meet upon request of either party to discuss possible revisions to the work year as defined in Section 11.1(A). No changes will be made without agreement by the parties.

(B) The work year for all professional rank members of the bargaining unit, excluding College Counselors, shall consist of a nine month, ten month, or twelve month period depending upon the requirements of the position. Each such appointment shall provide, in addition to University holidays, vacation days as follows: Nine months - eighteen days; ten months - twenty days; twelve months - twenty three days.

(C) The work year for College Counselors in the division of Student Services will be the academic year as defined in Section 11.1 above plus four additional weeks. The additional four weeks will consist of one week before the beginning of the Fall semester plus three weeks following Spring graduation exercises.

(D) The individual contract salary for the designated period shall constitute the base salary for computation of increments and TIAA/CREF contributions.

11.2 Work Assignments.

(A) Teaching Faculty

(1) Scheduling insofar as possible will be by mutual agreement. Every effort will be made to schedule classes so that not more than a nine-hour spread will exist between day and evening assignments. Such assignments will normally be spread over not more than two evenings per week unless the faculty member's assignment is primarily an evening one.

(2) Scheduled office hours, primarily for the purpose of student advising, shall be no less than three hours per week spread over at least two days with two different clock hours, with time by appointment as needed.

(3) Every effort will be made to leave one day per week (Monday-Friday) free of scheduled classes for the faculty member's professional development.

(4) Since the University operates on essentially a five-day work week, exclusive of non-traditional programs, it is expected that scheduling of classes will be distributed Monday morning through Friday afternoon.

(5) The University's policy concerning the assignment of teaching credit for thesis advisement is one-ninth (1/9th) teaching credit per student credit hour.

(6) Current practices on work-load shall continue and for studio, clinical and laboratory courses three (3) classroom hours shall equal two (2) credit hours.

(B) Librarians

(1) Librarians with professional rank shall work a normal week of 37-1/2 hours for the period September through May and shall have the option of using one-half day per week for professional development, provided such activity has been mutually agreed upon between the individual and the Director of Library Services. During the months of June, July and August the librarians shall work 35 hours per week.

(2) Librarians qualified to perform the work, consistant with past working arrangements, shall be expected to accept a reasonable number of evening and weekend assignments as part of their normal work week.

(3) The work year (9 months, 10 months or 12 months) for individual librarians may be changed upon mutual agreement to do so between the librarian and the Director of Library Services.

(C) College Counselors

(1) College Counselors with professional rank shall work a normal work week as established by past working arrangements.

(2) One day per week (Monday-Friday) shall be left free for the College Counselor's professional development provided such activity has been mutually agreed upon between the individual and the Dean of Student Life.

11.3 Calendar - Past practices regarding the development of the academic calendar shall continue.

11.4 Overload, Summer Teaching and Non-Traditional Assignments - No faculty member shall be compelled to accept overload, summer or non-traditional assignments. However, faculty with underload during the academic year may be required to teach a course(s) off-campus or take a non-traditional teaching assignment, or be requested to accept a summer assignment, to achieve a full load under the following conditions:

(1) The courses shall be scheduled for the same days of the week within a reasonable time span at a location within the State of Connecticut but not beyond fifty miles from the Wahlstrom Library.

(2) Except as set forth in this Agreement, in all other cases involving off-campus faculty assignments, the assignment and the terms and conditions thereof shall be subject to prior approval by the faculty member.

(3) Unless otherwise agreed to by the parties hereto the affected individual under this Section shall remain part of this bargaining unit.

(4) When a faculty member is underloaded over three consecutive semesters, the dean may arrange a meeting with the affected faculty member and unit chairperson to discuss solutions to the underloads.

11.5 Priority for Bargaining Unit Assignments

(A) Bargaining unit members shall have priority over part-time faculty and all other persons for all teaching and professional rank assignments for which they are professionally qualified.

(B) This provision does not impair tenure rights of faculty having tenure who serve in administrative positions except as set forth in Articles 9 and 10.

(C) No part-time faculty member may be assigned more than 10 credit hours per semester or 16 credit hours per any two (2) consecutive semesters.

(D) In the staffing of new instructional programs, qualified present members of the bargaining unit shall have priority for such assignments.

11.6 Television Tapes and Courses of Instruction, Computerized Instructional Materials and Similar Non-Traditional Instructional Materials - Any faculty member involved in television or computerized instruction shall enter into an agreement in writing with the University as to the future use, disposition and attribution of the material, and the compensation involved.

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ARTICLE 12
FACULTY/PROFESSIONAL RANK STAFF INFORMATION, FACILITIES AND PRIVILEGES

12.1 Information to Individuals - Upon request the University shall provide each member of the bargaining unit with the following material:

(A) Detailed written descriptions of the applicable benefit programs and an explanation of the individual bargaining unit member's options and rights thereunder; and

(B) an annual itemized statement of all fringe benefit contributions made on his behalf during the preceding year, including the member's contributions, if any. Tuition remission data shall be included in this statement.

12.2 Library Privileges - The University will negotiate with other libraries to secure certain library privileges on a reciprocal basis for those bargaining unit members requiring access to such resources for scholarly research.

12.3 Graduate Assistants - Selection of and specific duties of graduate assistants shall be determined by each department that has graduate assistants appointed to it. The selection of graduate assistants is subject to the approval of the dean of the appropriate college.

12.4 Secretarial Services - Faculty members shall be entitled to adequate secretarial services to perform their university duties and responsibilities. Typing, duplicating, etc. of course materials shall be provided as equitably as possible to each faculty member within departmental staffing and equipment limitations with priorities assigned by the department chairperson or director. Secretarial services may be supplemented via clerical pools when necessary.

12.5 Faculty Office Space

(A) Each member of the bargaining unit (except for Librarians, for whom present practices shall continue) shall have a private (where available) or a semi-private furnished office containing approximately one hundred square feet of space per person. Every effort will be made to assign faculty within the same department to adjacent offices. Each chairperson or director shall have a private office, if available.

(B) Changes in Office Location - Before there is a change in a faculty member's office location, or before there is an alteration of the immediate working environment of a faculty member to a degree that may impede the faculty member's work effectiveness, the Dean in whose college the move or change in work environment takes place shall notify all Chairpersons or Directors or their designates within his college. The Dean's notification will occur, except in emergency situations, one calender month prior to the date scheduled for the move or work environment change. It is understood that the Dean will be informed of all intended moves and alterations of work environment. The Dean shall not be held responsible if others affected are not informed. After notification and department consultation (if requested), the Dean's decision will be final and binding. Only procedural matters are grievable under this clause.

12.6 Personal Leave - Each member of the bargaining unit shall be entitled to receive a short-term personal leave without loss of pay if needed because of an emergency affecting the member or his/her immediate family. The duration and circumstances of the personal leave will be determined by the University and the affected bargaining unit member. The affected department or division shall arrange for adequate coverage of the absent member's duties.

12.7 Unpaid Leave - Bargaining unit members shall be entitled to receive an unpaid leave of absence for any reason of up to one academic year without loss of benefits, provided that both the chairperson/director and the dean agree that such leave does not disrupt the normal operation of the department/division or the integrity of the program. Leaves in excess of one year shall be granted for good and sufficient reason including, but not limited to, child rearing, but the effect of such leaves on benefits will be determined individually in each case by agreement of the individual, the Administration and the AAUP. Such unpaid leaves shall not count toward tenure, sabbatical or seniority within a department or division.

12.8 Research Leaves - Unpaid research leaves may be granted for sound academic or professional purposes, subject to the following conditions:

1. Time on research leave shall count for seniority, but shall not count for tenure or sabbatical.

2. The appropriate chairperson/director and dean must approve a research leave. Such approval shall be given only if the integrity of the program is not jeopardized.

3. Faculty on research leave shall be entitled to all fringe benefits.

12.9 Sabbatical Leaves - The parties hereby adopt the following policy regarding sabbatical leaves:

(A) Tenured members of the faculty who have served their first seven consecutive years (excluding leaves of absence and research leaves) are eligible for a sabbatical leave on the basis of one semester at full salary or two semesters at half salary. Faculty members without terminal or appropriate degrees as defined by the college criteria shall be encouraged to pursue such a degree. Faculty members taking sabbatical leaves shall, by the end of the first semester following their return to regular duties, submit to their chairperson or director and dean a written report of their sabbatical activities and results. In consideration of being granted such leave, the faculty member agrees to return to duty at the University for at least one academic year after completion of sabbatical leave.

(B) The foregoing shall be subject to the following provisions:

(1) A sabbatical leave shall be granted provided that such sabbatical can be provided within the confines of the applicable departmental budget.

(2) The granting of such sabbatical does not jeopardize the integrity of the affected academic program.

(3) In those cases where a faculty member is denied a sabbatical leave under paragraph 1 or 2 above, the year for which he/she is denied will count towards his/her next sabbatical.

(4) The purpose of the sabbatical is academically or professionally sound.

(5) The Dean shall attempt to assure a reasonably equitable distribution of sabbaticals within his college.

(6) The parties agree to study the feasibility of a reasonably equitable distribution of sabbaticals among the colleges and seek ways and means to assure that all departments have a reasonable opportunity for sabbaticals.

(7) Faculty on sabbatical leaves shall be entitled to all fringe benefits.

(8) Approval of sabbatical leave requests submitted by February 1 of each academic year shall take precedence over requests submitted by that date from the same department for research or other unpaid leave.

(C) Tenured members of the faculty who have taken sabbatical leaves in accordance with Section 12.9(A) and (B) above are eligible for subsequent sabbatical leaves under the following conditions:

(1) A report of the results of the previous sabbatical leave has been reviewed by the faculty member's Dean, when such reports are available.

(2) At least seven calendar years have passed since the completion of the faculty member's previous sabbatical leave.

(3) All faculty members in the same department who are eligible for a first sabbatical leave (in terms of time of service) have had an opportunity to apply for such leave.

(4) Sabbatical leaves may be for the purpose of professional development or academic retraining.

(5) Approval by the Dean and the VPAA of subsequent sabbatical leaves will be based upon:

(a) evaluation of the results of the faculty member's previous sabbatical leaves;

(b) evaluation of the faculty member's professional and academic or artistic accomplishments since the previous sabbatical leave; and

(c) evaluation of the faculty member's written proposal describing the purposes and activities of the sabbatical leave.

(6) All conditions, requirements, and procedures described in Section 12.9 (A), (B) and (D) will apply to subsequent sabbatical leaves, unless they are in conflict with 12.9 (C) (1) through (5) above.

(D) In addition to any other funds to support sabbaticals, savings achieved within a college from the granting of full-year, half-pay sabbaticals will be used to fund half-year sabbaticals at full pay for eligible members of that college. Such savings will be used for this purpose in the year in which the savings are achieved and the following year.

12.10 AAUP Released Time

(A) A pool of 12 hours of released time per year will be provided to be divided as the AAUP shall determine among members who are serving as its officers and representatives, provided however that no faculty member shall be given more than six hours of such released time per semester nor will more than one faculty member be given released time under this section from any one department without the consent of the department Chairperson/Director.

(B) UB/AAUP may purchase additional released time up to a maximum of six hours in each of the Fall and Spring semesters of each academic year in accordance with paragraph 12.10(C) below. An additional three hours of released time may be purchased for the UB/AAUP chief negotiator during the semester preceding the end of this contract.

(C) UB/AAUP will pay for all purchased released time at a rate equal to the highest average rate per credit hour paid to a part-time faculty member in the department to which the faculty member receiving such released time is assigned.

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ARTICLE 13
COMPENSATION

13.1 Base Salary Increases - The base salaries of bargaining unit members will be increased as follows, or raised to the minima stated in Section 13.2, whichever is greater:

Effective September 1, 1984:

2½% of the individual's base salary as of August 31, 1984 plus 2½% of the average base salary of the entire bargaining unit as of August 31, 1984.

Effective September 1, 1985:

by a percentage (hereinafter referred to as the "cost-of-living factor") of his/her 1984-85 base salary. The cost-of-living factor shall be equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) (1967=100) (all U.S.) for the 12 month period April, 1984 to March, 1985 as published by the Bureau of Labor Statistics. The cost of living factor shall be divided into halves, ½ of which shall be applied against the individual's 1984-85 base salary and the other ½ against the average base salary of the entire bargaining unit for 1984-85. In the event that the cost of living factor is less than four (4%) percent, the minimum salary increase shall be four (4%) percent; if the cost of living factor is greater than seven (7%) percent, the maximum salary increase shall be seven (7%) percent. In addition, faculty members shall receive any applicable promotion increments and equalization payments to which they are entitled hereunder. The resultant total shall be deemed a faculty member's base salary for 1985-86.

Effective September 1, 1986:

by a percentage (hereinafter referred to as the "cost-of-living factor") of his/her 1985-86 base salary. The cost-of-living factor shall be equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) (1967=100) (all U.S.) for the 12 month period April, 1985 to March, 1986 as published by the Bureau of Labor Statistics. The cost of living factor shall be divided into halves, ½ of which shall be applied against the individual's 1985-86 base salary and the other ½ against the average base salary of the entire bargaining unit for 1985-86. In the event that the cost of living factor is less than four (4%) percent, the minimum salary increase shall be four (4%) percent; if the cost of living factor is greater than seven (7%) percent, the maximum salary increase shall be seven (7%) percent. In addition, faculty members shall receive any applicable promotion increments and equalization payments to which they are entitled hereunder. The resultant total shall be deemed a faculty member's base salary for 1986-87.

13.2 Salary Minima

(A) Effective September 1, 1984 salary minima for the faculty-professional ranks shall be:

	9 mo.	10 mo.	12 mo.
Instructor & IV	$17,458	$19,837	$23,276
Assistant Professor & III	21,428	23,918	28,566
Associate Professor & II	25,392	28,213	33,856
Professor & I	30,154	33,503	40,204

13.3 Promotional Increments - Upon promotion to the ranks indicated, a faculty member's base annual salary shall be raised to the appropriate rank minima stated in Section 13.2, or by the following amounts, whichever is greater:

To Assistant Professor/Professional Rank III	$ 510
To Associate Professor/Professional Rank II	840
To Professor/Professional Rank I	1200

13.4 Additional Compensation - Full-time faculty members who teach beyond their normal load (per Article II) shall be compensated for each teaching credit, or fraction thereof, at the appropriate rate listed below. The rates shall be used for items such as overloads, non-traditional teaching, continuing education, off-campus teaching, summer teaching and sponsored research.

	Effective 9/1/84	Effective 9/1/86
All Ranks	$660	$720

13.5 Travel Time and Expense - Faculty members who teach off-campus assignments shall be paid travel expense at the prevailing IRS rates, plus tolls. If required to travel fifty miles or more one-way from the Wahlstrom Library to teach as part of a load or overload, the faculty member will be compensated for one additional credit hour above the course load.

13.6 Summer Departmental Administration

(A) The stipend for departmental administration during the summer sessions shall be credited to the appropriate individuals according to the following formula: 1 semester hour equivalent salary for each 100 course registrations in the department up to a maximum of three. Fractions will be treated on a pro rata basis. Where two or more individuals divide such duties during a given summer session, they shall share this stipend in proportion to their service.

(B) A committee to study and recommend to the parties a revised system of compensation for department chairpersons shall be established no later than October 1, 1984. The Committee shall consist of three chairpersons appointed by the AAUP and three Deans appointed by the Provost. The Committee shall be chaired by the Provost. A final report and recommendation shall be delivered to the AAUP and the Administration no later than January 31, 1985 and the parties shall meet thereafter to arrange for implementation thereof.

13.7 Additional Employment - The practice of consulting for external rganizations shall be limited to the equivalent of one day per week during he academic year, and the dean shall be advised of the nature and extent f such activity prior to its initiation. Before accepting other types of ainful employment in addition to the University position, prior approval rom the dean is mandatory. However, the dean shall not withhold such pproval unless the additional employment will be detrimental to the individual's performance of his responsibility to the University. "Gainful employment", s used herein, includes but is not limited to teaching at other institutions.

13.8 Equalization - Effective September 1, 1986, the University shall llocate the sum of forty thousand dollars ($40,000) to be distributed to ull-time members of the bargaining unit in the form of increased base salaries. he increases will be allotted pursuant to formulas developed by UB/AAUP, subject o the approval of the Administration which approval shall not be unreasonably ithheld.

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ARTICLE 14
FRINGE BENEFITS

14.1 TIAA/CREF Retirement Annuities

(A) On the first of the month following effective date of initial full-time employment, members may elect to participate in TIAA/CREF Retirement Annuities.

(B) Participation is mandatory after four years of service by those then 30 or more years of age.

(C) (1) A participant will contribute 5% of base salary. The University will contribute an additional 7½% of base salary.

(2) Effective September 1, 1985, a participant will contribute 4% of base salary. The University will contribute an additional 8½% of base salary.

(3) Effective September 1, 1986, a participant will contribute 3% of base salary. The University will contribute an additional 9½% of base salary.

(D) By executing the appropriate authorization, members may elect to defer their mandatory contribution as income until retirement. The amount of deferred income may be increased to the limit specified by the Internal Revenue Code, Section 403(b).

14.2 Temporary Disability Benefits

(A) Disability is defined as the inability of a full-time faculty member to perform his/her regular duties at the University or any other employment as a result of a non-work related sickness or injury, or pregnancy-induced disability.

(B) Faculty members with one year or more of full-time service are eligible to receive full monthly pay to a maximum of six months during periods of disability occurring during their regular contract period.

(C) "Monthly Salary" means one-ninth of the total nine month contract salary amount or one-twelfth of the total twelve month contract salary amount, whichever applies.

(D) To be eligible for benefits, a faculty member must be under treatment by a legally qualified physician. The University may require certification from the attending physician. Exceptions may be made on a bona-fide religious grounds.

(E) Insurance and retirement benefits in effect at the beginning of a period of disability will be continued by the University during the period of disability.

14.3 TIAA Total Disability Insurance

(A) On the first of the month following effective date of initial full-time appointment, members will be eligible for TIAA Total Disability Insurance. Following six months of total disability this insurance, in conjunction with Social Security Disability Benefits, provides 60% of monthly salary up to $2000 plus 40% of monthly salary in excess of $2000 but not to exceed $2500 monthly for as long as the total disability continues or until age 65, whichever occurs first. However, for a period of total disability beginning after age 60, benefits continue during such disability for five years or to age 70, whichever occurs first.

(B) For participants in TIAA/CREF Retirement Annuities this insurance also continues contributions to annuities in the amounts in effect at the time the disability began for as long as benefits are payable.

(C) The University will pay the full cost of this insurance.

14.4 Connecticut Blue Cross/Connecticut Blue Shield

(A) On the first of the month following effective date of initial full-time appointment, members and their eligible dependents will be eligible for coverage under the Connecticut Blue Cross semi-private contract and Connecticut Blue Shield Century 90 contract.

(B) The University will pay the full cost of this insurance.

14.5 TIAA Major Medical Insurance

(A) On the first of the month following effective date of initial full-time appointment, members and their eligible dependents will be eligible for TIAA major medical insurance.

(B) The University will pay the full cost of this insurance.

14.6 Health Maintenance Organizations

(A) Members eligible to participate in Blue Cross hospitalization, Blue Shield medical/surgical and TIAA major medical insurance plans as set forth in Section 14.4 and 14.5 above, may, at each individual's option, elect to enroll in one of the Health Maintenance Organizations (HMO) then offered by the University. At the time of initial appointment HMO enrollment will be effective on the first of the month following effective date of initial appointment; subsequently, enrollment can become effective only during stated open-enrollment periods as determined by each HMO.

(B) For members who elect an HMO as an alternative to Blue Cross, Blue Shield and major medical coverage, the University will pay monthly to the HMO an amount up to, but not to exceed monthly premiums the University pays for Blue Cross, Blue Shield and TIAA major medical coverage as specified in Sections 14.4 and 14.5 above. If monthly HMO premiums are greater than the amount the University pays monthly for Blue Cross, Blue Shield and major medical premiums, the member must contribute monthly the additional amount required for full payment of HMO monthly premiums. Upon receipt by the University of a written authorization from the member, the University will deduct the appropriate amount from the member's pay.

14.7 Dental Insurance

(A) On the first of the month following effective date of initial full-time appointment, members and their eligible dependents will be eligible for Connecticut General Dental Care Benefits per Plan II as stated in Connecticut General's proposal dated August,. 1981.

(B) The University will pay the full cost of this insurance.

14.8 Life Insurance

(A) On the first of the month following effective date of initial full-time appointment, members will be eligible for TIAA life insurance based on multiples of base salary per Schedule II of TIAA's quote dated May 26, 1981.

(B) The University will pay the full cost of this insurance.

14.9 Death Benefit Fund - Employees covered by this Agreement will be eligible for a death benefit which will be payable to the employee's spouse or divided equally among dependant children in the event the spouse has pre-deceased the employee. The benefits shall be based upon the following schedule: One month's salary if the employee has been employed ten years or less; two month's salary if the employee has been employed ten years or more, but less than twenty; three month's salary if the employee has been employed twenty years or more.

The deceased employee's spouse and dependent children shall continue to be eligible to enjoy the University's tuition remission benefit.

14.10 Tuition Remission - This section has been modified and incorporated in a side letter dated September 1, 1984. (See APPENDIX II).

14.11 Insurance Plans - It is agreed that all of the group insurance plans now in effect and any contracts, plans, or insurance policies which will be in effect during the term of this Agreement, to provide the fringe benefits described in this Article shall be continued in effect on their present or future basis subject to the terms and conditions of any contract, plans, insurance policy or policies comprising such insurance providing such benefits.

14.12 Pre-Retirement Conference - Upon reaching age 55, members will be invited by the Office of Personnel Administration to arrange a voluntary individual pre-retirement conference.

14.13 Representation and Indemnification - The University will defend any faculty member who is made a defendant in any action or proceeding before any court or government agency involving the performance of his/her duties as such faculty member (including, but not limited to teaching duties, acting as a committee member or faculty officer) from and against any losses or liability arising out of such action unless such faculty member shall be found to have been guilty of intentional misconduct, gross negligence, or to have acted in bad faith, or outside the scope of his/her duties as a faculty member. This provision shall not be construed in a manner that would conflict with applicable law.

arly Retirement

ly retirement (i.e. retirement prior to the normal retirement age (65) is available to tenured faculty members whose age and years of l-time UB service add up to at least seventy (70).

gible faculty members may apply for early retirement; however, the ion to initiate this agreement rests solely with the faculty member. University has the right to refuse any request; however, it shall refuse any request without reasonable cause.

return for the complete and irrevocable retirement as a full-time ured faculty, the University will agree to compensation to be paid the following form:

1. The faculty member shall be paid sums equal to the percentages of his/her last base salary in accordance with the following schedule. Base salary does not include any extra compensation for overload, non-traditional teaching, continuing education, off-campus teaching, summer teaching, or sponsored research, University contributions to retirement annuities or the cost of any employment benefit. Endowed chair stipends will be included in base salary unless the donor has specified otherwise; any other stipends for any purpose are not included in base salary.

Schedule of Early Retirement Payments

Year of Early Retirement	% of Base Salary
1st year	102.5%
2nd year	102.5%

2. The per annum amount will be paid in twelve (12) equal monthly payments. The University shall make such payroll deductions as requested.

3. The University shall provide Blue Cross/Blue Shield/major medical and life insurance in the same manner and to the same extent provided to tenured faculty. These benefits shall be provided for five years following retirement or until the faculty member reaches age sixty-five, whichever comes first. Excess medical coverage will ensure to the University. This is to say that if the faculty member obtains duplicate coverage elsewhere, by employment or otherwise, the coverage under the University policies will be reduced to the extent of that coverage.

4. The basic payment period shall be twenty-four (24) months starting the first month of the semester after the faculty member has retired as a tenured faculty member. In the event the faculty member dies before the end of the payment period, the payments will continue to the designated beneficiary for the remainder of the twenty-four (24) month period. If the retired tenured faculty member had not designated a beneficiary such payments will continue for the remainder of the twenty-four (24) month period to his/her estate.

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14.14 cont'd

(D) At age sixty-five (65) or the applicable age under the provisions of current law, the faculty member must apply for Medicare which will then reduce the Blue Cross/Blue Shield coverage hereunder.

(E) Medical insurance for surviving family members will terminate on the last day of the month following the faculty member's death, except that surviving dependents, previously covered, may elect to continue group medical insurance in accordance with Connecticut law.

(F) Requests for early retirement shall be submitted in writing to the appropriate dean between October 15 and February 1 of each academic year to be effective the following September 1. The applicant shall provide copies of his/her request to the VPAA, Personnel Administration and UB/AAUP. The dean will respond in writing to the faculty member not more than thirty (30) days after receipt of the request. UB/AAUP will receive a copy of the dean's response.

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ARTICLE 15
GRIEVANCE PROCEDURE AND ARBITRATION

Any dispute involving the interpretation, application or alleged
f this Agreement shall constitute a grievance and shall be settled
owing manner:

tep One:

he grievance shall be reduced to writing, setting forth the substance
f the dispute, and forwarded to the other party (the "Respondent")
ithin ninety (90) calendar days after the discovery of the facts giving
ise to the grievance. Where a member of the bargaining unit or the AAUP
s the grievant, the grievance shall be filed with the Associate Vice
resident for Personnel Administration; where the University is the
rievant the grievance shall be filed with the President of the AAUP.
ithin two (2) weeks after the grievance is filed, a conference shall be
eld to negotiate settlement thereof, at which the University shall be
epresented by the cognisant Dean or Director and the AAUP by an
ppropriate officer if it chooses to attend. The Respondent shall, if
he matter is not settled at this conference, provide the grievant with
written statement of response regarding the grievance within one (1)
alendar week after the date on which the final session of the conference
s held.

tep Two:

If the grievant wishes to proceed further, he shall so inform the
espondent in writing the basis of the grievance and the facts relating
hereto within two (2) weeks after receipt of the Respondent's statement.
ithin two (2) weeks thereafter, a second conference shall be held to
egotiate settlement of the grievance, at which the University shall be
epresented by the VPAA or designated Grievance Officer. If the parties
ail to settle the grievance to their mutual satisfaction at this
onference, the Respondent shall, within ten (10) calendar days after
the date on which the final session of the conference is held,
rovide the grievant with a detailed, written statement of its
osition executed by the appropriate officer.

Step Three:

If the grievance is not satisfactorily resolved at Step Two, the AAUP
r the University, as the case may be, may notify the Respondent in
riting of its intention to proceed to arbitration. Such written
otice must be given within thirty (30) calendar days after the date
n which the final session of said Step Two conference is held, and
hall be considered as having been given at the time a copy thereof
s delivered to the President of the AAUP, (in the case of a notice
given by the University) or the VPAA of the University (in the case
of a notice given by the AAUP), or when the same is mailed by certified
r registered mail, return receipt requested, to either of said persons.
If no such written notice demanding arbitration is thus given, the
rievance involved shall be deemed settled hereunder on the basis of
the Respondent's statement of positio at Step Two of this grievance
rocedure.

If a grievance affects more than one college of the University, the
rievant is entitled to file the grievance at Step Two.

15.2 Only the AAUP or the University shall have the right to take a grievance to arbitration hereunder. No member or group of members shall have any such right. The Associate Vice President for Personnel Administration shall inform the AAUP of all grievances filed by individual members of the bargaining unit. The AAUP shall also be advised of all conferences and receive copies of all written responses.

15.3 In the event that any such notice demanding arbitration is given as provided in Section 15.1, the grievance involved shall be submitted to the American Arbitration Association for arbitration in accordance with the voluntary rules for labor arbitration of such Association in effect at the time of such submission.

15.4 The arbitrator shall be limited to ruling on the interpretation, application or violation of the terms of this Agreement and to formulating the appropriate remedy for the same. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

15.5 The fee of the arbitrator and other administrative expenses of the arbitration, if any, shall be shared equally by the parties, but the expenses of an individual party to the arbitration shall be borne by the party incurring them, including payments to representatives, attorneys, witnesses, etc.

15.6 The arbitrator's decision shall be final and binding on the AAUP and the University.

15.7 The University and the AAUP hereby agree to waive the time limits within which the arbitrator may render the award, which is specified in Section 52-416 of the Connecticut General Statutes, but direct the arbitrator to render his decision as promptly as possible after all material, including briefs, if any, have been submitted to him. The University and the AAUP hereby also agree to waive the taking of the oath by the arbitrator in accordance with the provisions of Section 52-414 of the Connecticut General Statutes.

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ARTICLE 16
NO STRIKE - NO LOCKOUT

16.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage or condone any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the University, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

16.2 The University agrees that during the term of this Agreement, it shall not lock-out any or all of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the AAUP, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE 17
MINIMUM TERMS

17.1 This agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the University will not employ a member on terms less favorable to him than those stated herein.

ARTICLE 18
SEPARABILITY

18.1 In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE 19
SUCCESSION

19.1 All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 20
IMPACT OF RESTRUCTURING

20.1 In a good faith effort to address the expressed concerns of the AAUP regarding the potential impacts of restructuring upon the faculty's terms and conditions of employment, and at the same time to respond to the institutional objectives of the Master Plan the parties have identified the following potential impacts of restructuring.

20.2 Departmental/Disciplinary Integrity

(A) In the majority of cases the existing departmental structure will be retained, although such departments may be transferred intact to other colleges and organized for administrative purposes into divisions or comparable sub-college units.

(B) In the remaining cases departments may be merged into or consolidated with another department(s). It is intended that there will be an academic relationship between disciplines within consolidated departments. In an effort to preserve disciplinary identification merged/consolidated departments shall contain discrete units which reflect the pre-merger departmental structures.

20.3 Departmental Governance

(A) In non-merged/non-consolidated departments, departmental governance (e.g. faculty status, curriculum, budget, requirements for degrees, etc.) shall continue to be performed as heretofore.

(B) In merged/consolidated departments the primary structure for departmental governance shall be the discrete units reflecting pre-merger/consolidation, with liaison between the units to deal with departmental matters.

20.4 Academic Leadership

(A) In non-merged/non-consolidated departments, department chairpersons shall continue to serve as heretofore subject to negotiations between the parties as cases arise.

(B) In merged/consolidated departments, each discrete unit shall elect an academic leader, who shall perform the functions previously performed by the department chairperson in the personnel procedures and in other areas requiring disciplinary expertise. The duties and compensation of such unit leaders and chairpersons shall be subject to negotiations between the parties as cases arise.

ARTICLE 21
FACULTY PARTICIPATION IN PROGRAM EVALUATION AND PLANNING

21.1 The parties agree that effective faculty participation in planning, including further development and application of Program Evaluation Models, is indispensible. The AAUP shall appoint ten faculty to the Program Evaluation Committee (PEC) to work with the VPAA on an on-going basis to further develop and apply Program Evaluation Models.

21.2 The parties agree to develop methods for involving faculty in other phases of planning.

21.3 It is understood that the Administration, at all levels in these processes, shall give great weight to the recommendations of faculty committees, and shall provide such committees with detailed written explanations of any rejections of faculty recommendations. The question whether the Administration gave "great weight" to a particular faculty recommendation shall not be arbitrable.

ARTICLE 22
GOVERNANCE

22.1 Consistent with the principles set forth in the 1966 Statement on Government of Colleges and Universities, the faculty and administration shall continue to share responsibility with regard to matters of curriculum, subject matter and methods of instruction, research, and those aspects of student life which relate to the educational process, including the setting of requirements for degrees and determining when such requirements have been met. On these matters the power of review and final decision shall be lodged in the Board of Trustees or delegated by it to the President.

22.2 The power of review, or final decision, should be exercised adversely only in exceptional circumstances and for reasons communicated to the faculty in writing. Budgets, manpower limitations, the time element, and the policies of other groups, bodies and agencies having jurisdiction over the University may set limits to realization of faculty advice. Although it is understood that the exercise of an adverse decision shall not be arbitrable, the faculty following such a decision shall have an opportunity for further consideration and further transmittal of its views to the one making the final decision.

ARTICLE 23
EFFECTIVE DATE AND DURATION

23.1 This Agreement shall be effective as of the 1st day of September, 1984, and shall expire on the 31st day of August, 1987.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 30th day of November, 1984.

UNIVERSITY OF BRIDGEPORT

President

Chief Negotiator

UNIVERSITY OF BRIDGEPORT CHAPTER AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS.

President

Chief Negotiator

APPENDIX I

Academic Freedom and Tenure

1940 Statement of Principles and Interpretive Comments

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement is known to the profession as the 1940 Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges during 1969.

The following organizations officially endorsed the 1940 Statement in the years indicated.

Association of American Colleges 1941
American Association of University Professors 1941
American Library Association (adopted for librarians) 1946
Association of American Law Schools 1946
American Political Science Association 1947
American Association of Colleges for Teacher Education 1950
American Association for Higher Education 1950
Eastern Psychological Association 1950
Southern Society for Philosophy and Psychology 1953
American Psychological Association 1961
American Historical Association 1961
Modern Language Association of America 1961
American Economic Association 1962
American Farm Economic Association 1962
Midwest Sociological Society 1963
Organization of American Historians 1963
American Philological Association 1963
American Council of Learned Societies 1963
Speech Association of America 1963
American Sociological Association 1963
Southern Historical Association 1963
American Studies Association 1963
Association of American Geographers 1963
Southern Economic Association 1963
Classical Association of the Middle West and South 1964
Southwestern Social Science Association 1964
Archaeological Institute of America 1964
Southern Management Association 1964
American Educational Theatre Association 1964
South Central Modern Language Association 1964
Southwestern Philosophical Society 1964
Council for the Advancement of Small Colleges 1965
Mathematical Association of America 1965
Arizona Academy of Science 1965
American Risk and Insurance Association 1965
Academy of Management 1965
American Catholic Historical Association 1966
American Catholic Philosophical Association 1966
Association for Education in Journalism 1966
Western History Association 1966
Mountain-Plains Philosophical Conference 1966
Society of American Archivists 1966
Southeastern Psychological Association 1966
Southern Speech Association 1966
American Association for the Advancement of Slavic Studies 1967
American Mathematical Society 1967
College Theology Society 1967
Council on Social Work Education 1967
American Association of Colleges of Pharmacy 1967
American Academy of Religion 1967
American Catholic Sociological Society 1967
American Society of Journalism School Administrators 1967
John Dewey Society for the Study of Education and Culture 1967
South Atlantic Modern Language Association 1967
American Finance Association 1967
Catholic Economic Association 1967
United Chapters of Phi Beta Kappa 1968
American Society of Christian Ethics 1968
American Association of Teachers of French 1968
Appalachian Finance Association 1968
Association of Teachers of Chinese Language and Culture 1968
American Society of Plant Physiologists 1968
University Film Association 1968
American Dialect Society 1968
American Speech and Hearing Association 1968
Association of Social and Behavioral Scientists 1968
College English Association 1968
National College Physical Education Association for Men 1969
American Real Estate and Urban Economics Association 1969
History of Education Society 1969
Council for Philosophical Studies 1969
American Physicists Association 1969
American Musicological Society 1969
American Association of Teachers of Spanish and Portuguese 1969
Texas Junior College Teachers Association 1970
College Art Association of America 1970
Society of Professors of Education 1970
American Anthropological Association 1970
Association of Theological Schools 1970
American Association of Schools and Departments of Journalism 1971
American Business Law Association 1971
American Council for the Arts in Education 1971
New York State Mathematics Association of Two-Year Colleges 1972
College Language Association 1973
Pennsylvania Historical Association 1973
Massachusetts Regional Community College Faculty Association 1973
American Philosophical Association[1] 1974
American Classical League 1974
American Comparative Literature Association 1974
Rocky Mountain Modern Language Association 1974
Society of Architectural Historians 1973
American Statistical Association 1973
American Folklore Society 1975

[1] Endorsed by Association's Western Division in 1952, Eastern Division in 1953, and Pacific Division in 1962.

Association of Asian Studies 1973
Linguistic Society of America 1973
African Studies Association 1973
American Institute of Biological Sciences 1973
Conference on British Studies 1973
Texas Association of College Teachers 1976
Society for Spanish and Portuguese Historical Studies 1976

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher[a] or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights. [1][b]

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. [2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment. [3]

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. [4]

Academic Tenure

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, [5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education, but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. [6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period. [7]

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have. [8]

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution. [9]

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

1940 Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 *Statement of Princi-*

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[a] The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

[b] Bold-face numbers in brackets refer to Interpretive Comments which follow.

plus upon *Academic Freedom and Tenure* were agreed upon:

1. That its operation should not be corrective.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on *Academic Freedom* and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on *Academic Tenure*. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

1970 Interpretive Comments

Following extensive discussions on the 1940 Statement of Principles on Academic Freedom and Tenure with leading educational associations and with individual faculty members and administrators, a Joint Committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the Joint Committee felt the preferable approach was to formulate interpretations of the Statement in terms of the experience gained in implementing and applying the Statement for over thirty years and of adapting it to current needs.

The Committee submitted to the two Associations for their consideration the following "Interpretive Comments." These interpretations were approved by the Council of the American Association of University Professors in April, 1970, and endorsed by the Fifty-sixth Annual Meeting as Association policy.

In the thirty years since their promulgation, the principles of the 1940 *Statement of Principles on Academic Freedom and Tenure* have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that Association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 Statement, to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 Statement is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 Statement; particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 Statement on which interpretive comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both Associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to the professor in his utterances as a citizen, in the exercise of his responsibilities to the institution and students, and in his conduct when resigning from his institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics*, adopted by the Fifty-second Annual Meeting of the AAUP as Association policy and published in the *AAUP Bulletin* (Autumn, 1966, pp. 290-291).

2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently introducing material which has no relation to his subject.

3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 Statement, and we do not now endorse such a departure.

4. This paragraph is the subject of an Interpretation adopted by the sponsors of the 1940 Statement immediately following its endorsement which reads as follows:

> If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph (c) of the 1940 Statement should also be

interpreted in keeping with the 1964 "*Committee A Statement on Extramural Utterances*" (*AAUP Bulletin*, Spring, 1965, p. 29) which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his position. Extramural utterances rarely bear upon the faculty member's fitness for his position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph V of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

> As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary as well as to the tenured teacher, but also to all others, such as part-time and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of his specific title.*

6. In calling for an agreement "in writing" on the amount of credit for a faculty member's prior service at other institutions, the Statement furthers the general policy of full understanding by the professor of the terms and conditions of his appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 Statement with respect to the termination of services of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

The general principle of notice contained in this paragraph is developed with greater specificity in the *Standards for Notice of Nonreappointment*, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

> Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:
>
> (1) *Not later than March 1 of the first academic year of service*, if the appointment expires at the end of that year; or, if a one year appointment terminates during an academic year, at least three months in advance of its termination.
>
> (2) *Not later than December 15 of the second academic year of service*, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
>
> (3) At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and individuals, are described in the *Statement on Recruitment and Resignation of Faculty Members*, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during his probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the *Recommended Institutional Regulations on Academic Freedom and Tenure*, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the *Statement on Procedural Standards in Faculty Dismissal Proceedings*, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 Statement is silent.

The 1958 Statement provides: "Suspension of the faculty member during the proceedings involving him is justified only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been offended. The standard is behavior that would evoke condemnation by the academic community generally.

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*For a discussion of this question, see the "Report of the Special Committee on Academic Personnel Ineligible for Tenure," *AAUP Bulletin*, Autumn, 1964, pp. 280-282.

APPENDIX II

September 1, 1984

Dr. Fred G. Esposito
UB/AAUP
University of Bridgeport
Bridgeport, CT 06601

Re: University of Bridgeport

Dear Dr. Esposito:

In the recent negotiations between the University and UB/AAUP, the following side agreement regarding tuition remission was reached to be incorporated in this letter as part of the 1984-87 collective bargaining agreement between the University of Bridgeport and UB/AAUP.

1. For the employees on the payroll as of September 1, 1984,

   (A) Full tuition remission to a maximum of 130 semester hours per individual or the Masters Degree, whichever comes first, is available to full-time faculty and their eligible dependents. Tuition remission is extended to "by arrangement" courses required for the major. Law School and doctoral programs are excluded from tuition remission.

   (B) Spouses of bargaining unit members are eligible for tuition remission from the faculty member's initial appointment.

   (C) Past practices with respect to eligibility for tuition remission shall continue.

   (D) The "tuition remission fee" shall not be increased during the term of this contract.

2. For employees hired after September 1, 1984, the University shall provide one-half tuition remission for employees and their eligible dependents.

3. In addition, the University shall guarantee financial aid in the form of gifts up to the amount of one-half tuition based on the standard financial need formula.

4. Employees and their eligible dependents shall be eligible for additional financial aid in the form of loans, work programs, etc. for the balance of any financial need above the amount of tuition, as determined by the standard financial need formula.

5. One-half tuition remission for Law School and doctoral programs is available to employees hired after September 1, 1984, with financial aid guaranteed to the extent available and as determined by the standard financial need formula.

If you concur in the foregoing, will you kindly join me in the execution of this letter Agreement.

Sincerely yours,

UB/AAUP

By _____
Fred G. Esposito
UB/AAUP President

The University of Bridgeport

By _____
David E. Reilly
Associate Vice President
for Personnel Administration

APPENDIX III

September 1, 1984

Dr. Fred G. Esposito
UB/AALP
University of Bridgeport
Bridgeport, CT 06601

Re: University of Bridgeport

Dear Dr. Esposito:

The University Administration hereby agrees not to issue a notice of lay-off in accordance with the provisions of Article 10 of the 1984-87 collective bargaining agreement during the period September 1, 1984 through August 31, 1985.

Sincerely yours,

UB/AALP,

By _____
Fred G. Esposito
UB/AALP President

The University of Bridgeport

By _____
David E. Reilly
Associate Vice President
for Personnel Administration

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